



The Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Astro-Med, Inc.
File: B-228420.2
Date: December 10, 1987

DIGEST

Where a firm offers to supply a domestic end product, it is obligated to do so upon acceptance of the offer, and whether the firm meets its obligation is a matter of contract administration, which the General Accounting Office does not review.

DECISION

Astro-Med, Inc., protests contract award to Western Graphtec under request for proposals (RFP) No. N00406-87-R-0791, issued as a small business set-aside by the Department of the Navy for two stripchart recorder systems. Astro-Med contends that the award did not comply with the requirements of the Buy American Act, 41 U.S.C. §§ 10a-d (1982).

We deny the protest.

The RFP included a Buy American certificate in which an offeror was to certify that, except as otherwise indicated, each end product offered was a domestic end product. The RFP required that a Buy American Act differential (evaluation factor) be applied to the offered prices of end products identified as foreign.

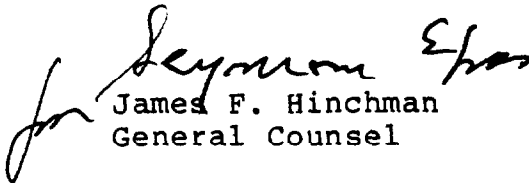
Astro-Med contends that since the awardee is a foreign firm and will supply a foreign-made product, an evaluation factor should have been added to Western Graphtec's \$104,420 price. With the application of the evaluation factor, Astro-Med's \$105,000 price would be lower than the awardee's price, entitling it to contract award.

The Navy, however, responds that an evaluation factor was not added to Western Graphtec's price because, after Western Graphtec clarified an ambiguity in its Buy American certification, the agency concluded that the firm was offering a domestic end product and it had no reason to doubt the certification.

Under the Federal Acquisition Regulation (FAR), 48 C.F.R. § 25.101 (1986), a "domestic end product" is defined as an end product manufactured in the United States, if the cost of its components, mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The record confirms that Western Graphtec affirmed in writing that its offered product is less than 40 percent foreign. On this basis, the Navy reasonably concluded that the Buy American Act differential should not be applied to the awardee's price.

The acceptance of Western Graphic's offer obligates the firm to supply domestic end products. Whether the awardee in fact complies with this obligation is a matter of contract administration which we do not review. Despatch Industries, Inc., B-225063, Nov. 5, 1986, 86-2 C.P.D. ¶ 524.

The protest is denied.

James F. Hinchman
General Counsel